

## **Amendment 144**

### **Contract No. 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 144 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 27<sup>th</sup> day of June, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to develop a proposal to develop, test and implement a software modification to the King County Metro (KCM) DAC application to support Port Address Translation (PAT). This work is performed per RFCS-RFI-616 *DAC Modification to support NAT/PAT* (per the Agencies' response dated April 12, 2011).
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

## Agreement

### Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis (PA) which will include:

(a) The Contractor will schedule a minimum of one meeting with KCM to elaborate the requirements and/or discuss the strategy submitted in RFI RFCS 616 v3. Additional meetings will be scheduled if further clarification is needed.

1.2 Upon completion of the PA phase, the Contractor will submit the following deliverables:

(a) A statement of requirements

(b) A written solution proposal.

(c) A list of configurable items that will be modified or added for the proposed change

(d) A detailed cost estimate for the solution and an initial schedule impact. In the event that alternate solutions are possible, each will be presented with cost and schedule impacts.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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To perform Preliminary Analysis to develop a proposal for KCM to develop, test and implement a software modification to the DAC application to support PAT.	
<b>TOTAL</b>	<b>\$4824</b>

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Forty-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### ERG Transit Systems (USA) Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

#### The Agencies

By: \_\_\_\_\_

Their: \_\_\_\_\_

On behalf of the Agencies

Date: \_\_\_\_\_

*Candace Carlson*  
*Operations Manager*  
*June 27, 2011*

Signed by ERG Transit Systems (USA) Inc by its attorney-in-fact Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

*Elaine Aulgur*  
Elaine Aulgur

*23-Jun-11*  
Date

In the presence of:

*[Signature]*  
Witness Signature

*23-JUN-11*  
Date

Witness name: \_\_\_\_\_

*PATTY HAZARD*